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23  
24 **UNITED STATES DISTRICT COURT**

25 **DISTRICT OF NEVADA, SOUTHERN DIVISION**

26 J.L., a minor by and through his Guardian  
27 Ad Litem MINA LILLY, T.A., a minor by  
28 and through her Guardian Ad Litem  
SHWANA HARDY; and S.T., a minor by  
and through his Guardian Ad Litem  
JOANNE TAITANO,

Plaintiffs,

v.

CLARK COUNTY SCHOOL DISTRICT,  
MELISSA OLSZEWSKI, SHAWN  
HALLAND and DOES 1-50,

Defendants.

Case No. 2:23-cv-00810-JCM-BNW

**ORDER GRANTING VERIFIED  
PETITION OF COMPROMISE OF  
CLAIM OF PERSON UNDER  
GUARDIANSHIP AD LITEM AND  
ESTABLISHMENT OF SPECIAL  
NEEDS TRUST OF J.L.**

1 Plaintiff, J.L. by and through his Guardian ad Litem, MINA LILLY ("PETITIONER")  
 2 submit a Verified Petition of Compromise of Claim of Person Under Guardianship Ad Litem and  
 3 Establishment of Special Needs Trust ("Petition") on February 24, 2025. Having reviewed the  
 4 Petition and accompanying exhibits, I hereby find there is good cause to GRANT the Petition and  
 5 ORDER as follows:

6 a. The compromise of the claim as set out in J.L.'s Petition is approved and authorized;  
 7 b. CCSD shall pay **\$225,000** to settle J.L.'s claims within 30 days of the entry of this  
 8 Order, to be distributed as follows:

9 a. A cash payment of \$225,000 to Walkup, Melodia, Kelly & Schoenberger Client Trust  
 10 i. \$17,725.73 to Plaintiffs' counsel, and co-counsel for case costs;  
 11 ii. \$68,400.51. to Plaintiffs' counsel for attorneys' fees; and  
 12 iii. \$138,873.76 to The Legacy Enhancement Master Pooled Trust.

13 c. The Settlement Agreement and Release attached to the Petition as **Exhibit 1** is hereby  
 14 approved.

15 f. The Legacy Enhancement Trust is approved, as the terms in **Exhibit 3** to J.L.'s  
 16 Petition have set forth;


17 g. Legacy Enhancement is authorized and directed to execute any documents necessary  
 18 to establish the Legacy Enhancement Trust and to establish accounts on behalf of J.L.

19 h. Petitioner, as J.L.'s Guardian ad Litem is authorized to approve and execute any  
 20 necessary documents, including releases, on J.L.'s behalf to finalize this matter;

21 i. The filing of a complete copy of J.L.'s medical records is waived;

22 j. The Trustee of the Legacy Enhancement Trust shall not be required to post bond or  
 23 surety in this or any other jurisdiction.

24 **IT IS SO ORDERED** March 20, 2025.

25  
 26   
 27 UNITED STATES DISTRICT COURT JUDGE  
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